UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Constance L. Hartel,

Plaintiff,

v.

COMPLAINT

Hartford Life and Accident Insurance Company,

Defendant.

The Plaintiff in the above entitled action, as and for her Complaint against the above-named Defendant, states and alleges as follows:

NATURE OF ACTION, JURISDICTION, PARTIES AND VENUE

1. The present action is a claim for long-term disability benefits and arises under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.* (ERISA).

2. Plaintiff, Constance L. Hartel, is an individual who, at all times relevant, resided in the County of Dakota, State of Minnesota.

3. At all times relevant hereto, through her employment, Plaintiff was a participant in the group long-term disability insurance policy GLT864364 (Policy and/or Plan) issued by Hartford Life and Accident Insurance Company (Hartford).

4. As this action involves an employee benefit plan governed by ERISA, this Court has jurisdiction of this matter pursuant to 29 U.S.C. § 1132(e)(1).

5. Defendant Hartford is the insurer and is liable for any benefits under the Plan. Defendant Hartford is a corporation which conducts and transacts insurance business within the State of Minnesota. Hartford is not registered as a foreign corporation with the Minnesota Secretary of State's office and has no agent for service of process appointed in the State of Minnesota. Hartford is licensed by the Minnesota Department of Commerce to conduct insurance business in the State of Minnesota. The current mailing address of Hartford is:

Hartford Life and Accident Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

RECITATION OF FACTS

6. At all times relevant hereto, Plaintiff was employed as an attorney by Lockridge Grindal Nauen, PLLP.

7. Through her employment, Plaintiff was a participant in group policy GLT864364.

8. On December 4, 2013, Plaintiff was caused to cease working due to numerous adverse health conditions. It is the opinion of her medical providers that she was and is unable to perform the material and substantial duties of her own or any occupation as defined in the Plan.

9. Plaintiff timely applied for and was approved long-term disability benefits following the mandatory elimination period as provided in the Plan.

10. Without an improvement in her medical conditions, Defendant denied ongoing disability benefits effective July 14, 2015 claiming Plaintiff was and is not precluded

from performing the essential duties of her occupation on a full-time basis due to her medical conditions.

11. Defendant failed to ascertain all of the essential duties of Plaintiff's occupation and simply evaluated her ability to perform a sedentary occupation.

12. Plaintiff timely appealed the adverse benefit determination and specifically indicated that she was also appealing any and all adverse benefit determinations.

13. Following completion of the mandatory and voluntary appeals, via letter dated February 22, 2017, Plaintiff was informed that the original decision to deny her long-term disability benefit claim was being upheld. Within that same letter, Plaintiff was informed that she had exhausted her administrative remedies under the Policy.

CLAIM FOR RECOVERY OF BENEFITS AND ENFORCEMENT OF PLAINTIFF'S RIGHTS UNDER ERISA

14. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding Paragraphs.

15. Defendant has violated the clear and unambiguous terms of the applicable Policy, ERISA and applicable regulations in ignoring the facts of Plaintiff's case as a whole, and in denying Plaintiff's claims for ongoing long-term disability or other benefits.

16. As a proximate result of Defendant's violation of ERISA, applicable regulations and the terms of the Policy, Plaintiff has been harmed and deprived of benefits due under the terms of the Policy.

17. Plaintiff is entitled to legal and equitable relief as a result of Defendant's violations of ERISA, applicable regulations and the terms of the Policy, including, but not limited to

payment of long-term disability benefits or other waiver of premium benefits wrongfully denied under the terms of the Policy, together with appropriate interest; and, an order for all other appropriate relief including attorneys' fees, costs and penalties.

WHEREFORE, Plaintiff demands judgment against Defendant for an Order from the Court determining that Defendant's decision to deny long-term disability benefits was in violation of the Policy and applicable law, and for the sum of her past long-term disability benefits as provided in the Policy, as well as future benefits so long as she remains disabled in accordance with the terms of the Policy, together with interest, penalties, attorneys' fees, costs and disbursements in this action, as well as other equitable relief, waiver of premium benefits and penalties pursuant to ERISA and otherwise as provided by law.

Dated this 6th day of March, 2017.

BEEDEM LAW OFFICE

s/ Alesia R. Strand

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